

City Council  
Atlanta, Georgia

**A SUBSTITUTE ORDINANCE**

BY: Debi Starnes

**AN ORDINANCE AUTHORIZING THE AMENDMENT OF  
ORDINANCE 00-0-1855 AND THE AMENDED AND  
RESTATED AGREEMENT BETWEEN THE CITY OF  
ATLANTA, THE ATLANTA DEVELOPMENT  
AUTHORITY AND NORTHYARDS BUSINESS PARK LLC,  
AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta ("City") has formally abandoned the following streets (collectively, the "Abandoned Properties"):

- [i] Strong Street, from Kennedy Street north to North Avenue;
- [ii] Davis Street, from Kennedy Street north to North Avenue;
- [iii] A portion of Gray Street, from Kennedy Street north to North Avenue; and
- [iv] Portions of the original North Avenue right-of-way from Gray Street west to Strong Street;

**WHEREAS**, Section 2-1578 of the City's Code of Ordinances requires a petitioner for the abandonment of streets to remit payment to the City for the abandonment in the amount of the appraised value of the streets to be abandoned.

**WHEREAS**, Ordinance 00-O-1855 established a collective value for the Abandoned Properties of \$372,000;

**WHEREAS**, the City accepted various proposed sidewalk improvements, as detailed in Ordinance 00-0-1855 and the Amended and Restated Agreement, in lieu of cash payment for the Abandoned Properties;

**WHEREAS**, the Atlanta Development Authority (the "ADA") and the Northyards Business Park Limited Liability Company ("Northyards") have worked for several years to develop the area (including the Abandoned Properties) into a business park, as a City-supported redevelopment project pursuant to the English Avenue Redevelopment Plan approved by the Atlanta City Council, and as part of an Atlanta Empowerment Zone initiative;

**WHEREAS**, ADA and Northyards agreed to construct certain additional sidewalks in connection with the abandonment of Emmett Street, as referenced in the Amended and Restated Agreement, and agreed, in Paragraph 2 of the Amended and Restated Agreement, to remit to the City \$66,000 in cash in lieu of constructing the additional sidewalks if the City did not designate

the locations of the additional sidewalks by May 1, 200;

**WHEREAS**, the ADA and Northyards have installed certain sidewalk improvements pursuant to the street abandonment valuations listed in Ordinance 00-O-1855, but have not installed the following sidewalk improvements listed in the Ordinance: 1) a 5,100 square foot portion alongside Kennedy Street; 2) a 5,100 square foot portion on the North side of John Street; 3) a 2,550 square foot portion on the South side of John Street; and 4) a 1,320 square foot portion alongside North Avenue;

**WHEREAS**, the cash value of the above-referenced portions is \$56,280, according to the valuation schedule listed in the Ordinance 00-O-1855;

**WHEREAS**, the installation of the remainder of the street improvements from Ordinance 00-O-1855 would require construction on property that is not controlled by ADA or Northyards;

**WHEREAS**, the City Council wishes to support ADA's and Northyards' continuing revitalization efforts,

**WHEREAS**, the City, ADA and Northyards intend to modify and amend the transaction reflected in the Amended and Restated Agreement between them, to accept the sum of \$56,280 in lieu of the sidewalk improvements listed above;

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS AS FOLLOWS:**

Section 1. Ordinance 00-O-1855 and the Amended and Restated Agreement between the City of Atlanta, ADA and Northyards are hereby amended, in that the Mayor is authorized to accept the sum of \$56,280 in lieu of the sidewalk improvements listed above.

Section 2. The Mayor is authorized to accept the sum of \$66,000 in lieu of sidewalks to be constructed related to the abandonment of Emmett Street.

Section 3. The Mayor is authorized to waive the reversionary provisions set forth in Sections 19.2.1 and 19.2.2 of the Amended and Restated Agreement between the City of Atlanta, ADA and Northyards, and the reversionary provisions referenced in: 1) the Quitclaim Deed (attached hereto as Exhibit A) dated on or about January 30, 2001 conveying the Abandoned Properties, 2) the Exchange Agreement dated contemporaneously with the Quitclaim Deed, 3) the Corrective Quitclaim Deed dated August 4, 2003 and recorded in Deed Book 35636. She may waive such provisions by executing the Quitclaim Deed attached hereto as Exhibit B.

Section 4. That all ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed.

STATE OF GEORGIA )  
COUNTY OF FULTON )

**Quitclaim Deed**

This indenture, made this January 30th day of 2001, between the City of Atlanta, having its principal place of business at City of Atlanta, 68 Mitchell Street, S.W., Suite 4700, Atlanta, Georgia 30335-0324, grantor, and the Northyards Business Park Limited Liability Company of Northyards Business Park LLC, 50 Hurt Plaza, Grand Lobby, Atlanta, Georgia 30303 (The terms "grantor" and "grantee" include the respective heirs, successors, successors in title, executors, legal representatives and assigns of the parties where the context requires or permits.)

Grantor, for and in consideration of the sum of \$10 paid at and before the sealing and delivery of this instrument, and for other valuable consideration, the receipt and sufficiency of which is acknowledged, does release, remise and quitclaim to grantee, all of the interest, right and title of grantor to those certain tracts or parcels of land in Fulton County, Georgia, as more particularly described in Exhibit 1, attached and incorporated into this instrument by reference.

Grantor conveys these tracts or parcels of land to grantee together with all the estate and rights of grantor in this land, and grantor assigns to grantee all rights and appurtenances belonging, or in anyway appertaining, to the proper use or benefit of this land.

This instrument is subject to that certain Agreement dated contemporaneously with this instrument, between grantor and grantees, including the reversionary provisions of the Agreement, attached as Exhibit 2.

In witness of the above, grantor has caused its seal to be affixed to this instrument, and this instrument to be signed by its duly authorized officers on the date written above.

GRANTOR [CITY OF ATLANTA,  
GEORGIA]:

  
\_\_\_\_\_  
MAYOR

ATTEST:

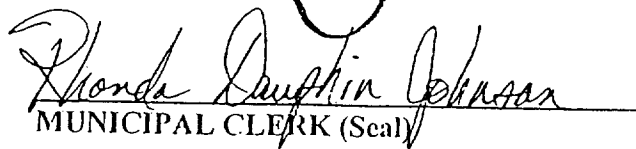
  
\_\_\_\_\_  
MUNICIPAL CLERK (Seal)

EXHIBIT "A"

APPROVED AS TO FORM:

*Debbie Steadman*  
Associate CITY ATTORNEY

WITNESSES:

*Wanda M. Strickland*  
By: \_\_\_\_\_  
Name: *Pinky A. Rutledge*  
Pinky A. Rutledge

My Commission expires \_\_\_\_\_  
Notary Public, Fulton County, Georgia  
My commission expires \_\_\_\_\_ 16, 2004

*Pinky A. Rutledge*  
Notary Public (Seal)

*[Signature]*  
By: \_\_\_\_\_  
Name: \_\_\_\_\_

*Pinky A. Rutledge*  
My Commission expires \_\_\_\_\_  
Notary Public, Fulton County, Georgia  
My commission expires \_\_\_\_\_ 16, 2004  
Notary Public (Seal)

## EXHIBIT 1

### STRONG STREET

For a POINT OF BEGINNING commence at a point formed by the intersection of the northerly right of way line of Kennedy Street and the westerly right of way line of Strong Street; thence run N00°45'02"E along the westerly right of way line of Strong Street 612.87' to a point on the southerly right of way of North Avenue; thence N88°09'11"E along the right of way of North Avenue 60.06' to the easterly right of way line of Strong Street; thence S00°45'02"W 615.52' to the northerly right of way of Kennedy Street; thence N89°18'52"W 60.00' to the westerly right of way line of Strong Street and the POINT OF BEGINNING. Containing 36,851.68 SQ. FT.

### DAVIS STREET

For a POINT OF BEGINNING commence at a point formed by the intersection of the northerly right of way line of Kennedy Street and the westerly right of way line of Davis Street; thence run N00°43'58"E along the westerly right of way line of Davis Street 608.33' to a point on the original south right of way line of North Avenue; thence S89°04'03"E 20.00' to the easterly right of way line of Davis Street; thence S00°43'58"W along the easterly right of way line of Davis Street 608.24' to the northerly right of way line of Kennedy Street; thence N89°18'52"W 20.00' TO THE POINT OF BEGINNING. Containing 12,165.73 SQ. FT.

### PORTION OF GRAY STREET

For a POINT OF BEGINNING commence at a point formed by the intersection of the northerly right of way line of Kennedy Street and the westerly right of way line of Gray Street; thence run N00°39'05"E along the westerly right of way line of Gray Street 607.40' to a point on the original south right of way line of North Avenue; thence N63°14'23"E 67.50' to the easterly right of way line of Gray Street; thence S00°40'14"W along the easterly right of way line of Gray Street 638.51' to the northerly right of way line of Kennedy Street extended; thence N89°18'52"W 59.71' TO THE POINT OF BEGINNING. Containing 37,375.66 SQ. FT.

### ORIGINAL NORTH AVENUE RIGHT OF WAY "1"

For a POINT OF BEGINNING commence at a point formed by the original south right of way line of North Avenue and the westerly right of way line of Gray Street; thence N89°04'03"W along the original south right of way line of North Avenue 412.95' to the easterly right of way line of Strong Street; thence N00°45'02"E along the easterly right of way line of Strong Street 6.35' to the new Right of way line of North Avenue; thence N88°09'11"E along the new right of way line of North Avenue 232.00' to the beginning of a curve to the left; thence along said curve an arc distance of 333.09', said curve having a chord of 331.77' and a chord bearing of N79°18'43"E; thence S00°28'53"W 6.60' to a point; thence S61°59'23"W 96.00' to a point on the easterly right of way line of Gray Street; thence S63°14'23"W 67.50' to the westerly right of way line of Gray Street and the POINT OF BEGINNING. Containing 10,991.07 SQ. FT.

## ORIGINAL NORTH AVENUE RIGHT-OF-WAY "2"

For a POINT OF BEGINNING commence at a point formed by the original south right of way line of North Avenue and the westerly right of way line of Strong Street; thence  $N89^{\circ}19'56''W$  along the original south right of way line of North Avenue 78.18' to a point; thence  $N88^{\circ}09'11''E$  along the right of way line of North Avenue 78.26' to the right of way line of Strong Street; thence  $S00^{\circ}45'02''W$  along the right of way line of Strong Street 3.43' to the POINT OF BEGINNING. Containing 134.22 SQ. FT.

# EXHIBIT "B"

After recording please return to:  
Larry M. Dingle, Esq.  
Wilson Brock & Irby, L.L.C.  
Overlook I, Suite 700  
2849 Paces Ferry Road, N.W.  
Atlanta, GA 30339

Cross Reference:

Quitclaim Deed from the City of  
Atlanta to Northyards Business Park  
Limited Liability Company or  
Northyards Business Park LLC dated  
January 30, 2001, recorded in Deed  
Book 30332, page 593, Fulton  
County, Georgia records

STATE OF GEORGIA

COUNTY OF FULTON

## QUIT-CLAIM DEED - GEORGIA

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2003 between CITY OF ATLANTA, a public body corporate and politic, of the State of Georgia (hereinafter referred to as the "**Grantor**"), and NORTHYARDS BUSINESS PARK LIMITED LIABILITY COMPANY or NORTHYARDS BUSINESS PARK LLC, a Georgia limited liability company (hereinafter referred to as the "**Grantee**") (the words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release and forever quit-claim to Grantee, all the right, title, interest, claim or demand which Grantor has or may have had in and to all those tracts of land in Land Lot 82 of the 14th District, City of Atlanta, Fulton County, Georgia, described on Exhibit A attached hereto and made a part hereof, with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging, including, but not limited to, any reversionary rights created or reserved (i) in that certain Quitclaim Deed dated January 30, 2001 from Grantor to

Grantee, recorded in Deed Book 30332, page 593, Fulton County, Georgia records, and (ii) in that certain Corrective Quitclaim Deed dated August 4, 2003 from Grantor to Grantee, recorded in Deed Book 35636, page 652, aforesaid records or in the Amended and Restated Agreement attached thereto as Exhibit 2.

TO HAVE AND TO HOLD the said described premises unto the said Grantee, so that neither the Grantor, nor any other person or persons claiming under Grantor, shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, Grantor has caused this Quit-Claim Deed to be signed, sealed and delivered as of the day and year first above written.

Signed, sealed and delivered in the  
presence of:

CITY OF ATLANTA

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Shirley Franklin,  
Mayor

\_\_\_\_\_  
Notary Public

(NOTARY SEAL)

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

My Commission Expires:

Approved as to form:

\_\_\_\_\_  
(Associate) City Attorney